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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

R. Ferrell Cothran, Circuit Court Judge

Case No.: 2025-000724

Abigail Rogers .....Appellant,

vs

Benedict College, Roslyn Clark Artis, Janeen Witty, and Charles Johnson, ...Respondents.

INITIAL BRIEF OF RESPONDENTS

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STATEMENT OF THE CASE

Appellant Abigail Rogers is a former faculty member at Benedict College (the "College"). Collectively, Defendants-Respondents are Benedict College, its President Roslyn Clark Artis, its Vice President for Academic Affairs Janeen Witty, and its Chairman of the Board of Trustees Charlie Johnson.

In her Amended Complaint, Appellant brought a total of eight separate (8) causes of action against these Defendants, variously related to (1) her administrative suspension with pay in the Fall of 2018, (2) the College's removal of three positions from the membership of its Board of Trustees in 2019, including the "faculty representative" position, and (3) her termination from employment with the College in the Fall of 2019. These eight claims were as follows:

1. A Breach of Contract action against the College related to her termination from employment in 2019 based on provisions of the Faculty Manual.

2. A Breach of Contract action against the College related to her administrative suspension with pay in the Fall of 2018 based on provisions of the Faculty Manual.

3. A Breach of Contract action against the College related to her termination from employment in 2019 based on her annual faculty contract.

4. A Declaratory Judgment Action related to the College's removal of three positions from the membership of its Board of Trustees in 2019, including the "faculty representative" position.

5. A claim for Breach of Contract Accompanied by a Fraudulent Act against all Respondents for allegedly engaging in fraudulent acts while breaching the Faculty Manual and annual faculty contracts related both to her termination and "exclusion" from the Board.

6. A claim for Tortious Interference with Contract against Respondents Witty and Artis for allegedly procuring breaches of these contracts outside the scope of their authority.

7. A Civil Conspiracy claim against Respondents Witty, Artis, and Johnson for alleged actions described in other claims.

8. A claim under the South Carolina Non-Profit Corporation Act related to the removal of three positions from the membership of its Board of Trustees in 2019, including the "faculty representative" position.

On March 17, 2023, Respondents moved for summary judgment on all claims, but before the Court ruled on the motion, Appellant voluntarily dismissed the Second Cause of Action (the Breach of Contract action against the College related to her administrative suspension in the Fall of 2018) and the Eighth Cause of Action (the claim under the South Carolina Non-Profit Corporation Act).

The Court held two separate hearings on the matter, on September 20, 2023 and October 3, 2023. Following extensive briefing by the parties, oral argument, and the submission of proposed orders by both Appellant and Respondents, the Court issued its Order on March 7, 2025 granting Respondents' Motion for Summary Judgment as to the remaining six (6) claims.

After the Court denied Appellant's timely Motion for Reconsideration on March 18, 2025, Appellant filed her Notice of Appeal on April 15, 2025.

Appellant is appealing the grant of summary judgment only as to her First (Breach of Contract re: Termination – Faculty Manual), Third (Breach of Contract re: Termination – Annual Faculty Contract), Sixth (Tortious Interference with Contract), and Seventh (Civil Conspiracy) Causes of Action.

STATEMENT OF RELEVANT FACTS

Benedict College was founded in 1870, then as the "Benedict Institute," to educate recently emancipated Black persons and prepare them to be "a power for good in society." In 1894, the South Carolina legislature chartered Benedict College (the "College") as a liberal arts college, and the College remains listed as a non-profit corporation by the South Carolina Secretary of State. From 1994 until 2017, David Swinton served as the College's President.

Appellant Abigail Rogers joined Benedict College as a faculty member in 1995 following her removal from office as a Family Court Judge.[1] (***Rogers Deposition, Vol. II, p. 16, lines 3-16; Joint Committee Report, attached as Exhibit "A"***). According to Appellant, Appellant stated that then-President Swinton personally recruited her to teach criminal justice courses at the College after she was being formally removed from her position as a judge. (***Rogers Deposition, Vol. II, p. 27, lines 6-19***).

Throughout Appellant's time at the College, students often complained about the way she treated them. For example:

- In 1998, Appellant's Department Chair noted that she was "receiving numerous complaints from students in your classroom concerning your classroom demeanor

[1] The reasons for Appellant's removal as a Judge are remarkably similar to those causing her dismissal from Benedict College – namely, using her position to mistreat others. The legislature's Joint Committee Report stated that "[t]he majority is particularly concerned by evidence of a situation in which Judge Rogers attempted to use her judicial office to intimidate her former secretary." The majority also reported that "Judge Rogers threatened to use a bench warrant for the arrest of her former secretary after the secretary took another job." (***Rogers Deposition, Vol. II, p. 20, lines 16-23; Exhibit "A"***). The Joint Committee Report also found that "[f]or these and other reasons, the majority believes that Judge Rogers threatened to issue a bench warrant for the secretary's arrest and was not truthful about this issue in her testimony under oath before the Joint Committee." (***Rogers Deposition, Vol. II, p. 21, lines 24-25; p. 22, lines 1-4; Exhibit "A"***). Finally, the majority of the Joint Committee noted that, "in its collective memory, the majority has no recollection of any candidate who, when confronted with a substantial body of evidence in contradiction, including testimony from a number of disinterested witnesses, either always shifted the blame, or failed to account for her own behavior." (***Rogers Deposition, Vol. II, p. 24, lines 16-23; Exhibit "A"***).

that she termed classroom student victimization, whereby your students are intimidated, ridiculed, humiliated, made to feel inferior and berated in the presence of other students." (***Rogers Deposition, Vol. II, p. 28, lines 17-23; Culliver Memorandum, attached as Exhibit "B"***). She found Appellant's behavior to be "unethical and unprofessional."

- By 2008, after continuing to receive complaints about Appellant's behavior towards students, her Department Chair reported that Appellant's "professional behavior, teaching quality, and general demeanor historically have been so contrary to Benedict's stated ideas and policies that several faculty, student, and parents alike question how Ms. Rogers has been able to maintain such longevity at this institution." (***Rogers Deposition, Vol. II, p. 32, lines 15-25; p. 33, line 1; Osazuwa Memorandum, attached as Exhibit "C"***). Her supervisory chain – including incoming Vice President for Academic Affairs Janeen Witty – recommended to President Swinton that the College remove Appellant from the faculty. (***Osazuwa Memorandum, attached as Exhibit "D"***).

Mr. Swinton did not act on any of these requests. Indeed, despite her abuse of students, and even though some of Appellant's supervisors recommended that she be removed from the faculty and not granted tenure, the College granted Appellant tenure in 2012. (***Witty Deposition, p. 89, lines 3-10***).

In June 2017, Benedict College's Board of Trustees unanimously appointed Dr. Roslyn Clark Artis to replace Dr. Swinton as the College's President. At that time, Dr. Janeen Witty was serving as the College's Vice President for Academic Affairs, and Charlie Johnson was serving as the Chairman of the College's Board of Trustees.

During the academic year 2017-2018, Appellant and the individual Defendants had little interaction.

A. APPELLANT'S PAID ADMINISTRATIVE SUSPENSION IN FALL 2018.

In the fall of 2018, the College again began to receive complaints from students about Appellant's abusive manner. Several students from her "Court System" class submitted an initial set of complaints at the beginning of the semester on August 20, 2018, which included, but were not limited to, the following:

- Appellant told them they would have to wait if she was late to class, and that Appellant would be late to class.

- Appellant told them that "[i]f one person messes up we all mess up and we all get a zero."

- Appellant made the comment that "If I dismiss the class early she still will get paid."

(***Complaints of Students, August 2018, attached as Exhibit "E"***).

One month later, in September 2018, the College received other student complaints about Appellant, which detailed Appellant's insults to the students in question, changing the subject of an examination, telling one student she would never be a lawyer or make it to law school, and commenting that "she hates seeing black men with white women."[2] (***Complaints of Students, September 2018, attached as Exhibit "F"***).

In October 2018, the College continued to receive student complaints about Appellant, with one student complaining that Appellant insulted him by stating that he was "wasting her time" and "needed an easier class." (***Complaints of Students, October 2018, attached as Exhibit "G"***).

Following unsuccessful efforts by interim Dean Charles Austin, Sr., to resolve these matters, he criticized Appellant for sending the students an incendiary email that exacerbated the matters to the point that two of the students were threatened with bodily harm. (***Respondents' Motion for Summary Judgment, pp. 4-7***). Ultimately, the College placed Appellant on a paid administrative leave, and when Appellant returned for the Spring Semester in 2019, the College

[2] Dr. Charles Austin, Sr., then the College's interim Dean of the School of Arts and Sciences, testified that he did not take note of Appellant's racist statement when he reviewed the student complaint. He also testified that he found the statement "disturbing," and that if he had not overlooked the statement, he would have addressed the matter with Appellant. (***Austin Deposition, p. 80, lines 1-4; p. 81, lines 3-17***).

required her to complete a Performance Improvement Plan, which she completed by the end of the semester. (***Respondents' Motion for Summary Judgment, pp. 7-8***).

B. BENEDICT COLLEGE CHANGES THE COMPOSITION OF ITS BOARD OF TRUSTEES IN 2019.

When Dr. Artis became President of the College in 2017, she noted that the membership of the Board of Trustees included the President, one position elected annually by the faculty, and one position elected by the student body as voting members. (***Artis Deposition, p. 50, lines 20-25; p. 51, lines 1-22***). She specifically told the Board that she was concerned that these three positions – including her own – involved an "obvious conflict of interest." She also noted that the faculty representative on the Board – Dr. Samuel Darko[3] – had refused to vote for a budget that did not include salary increases for faculty, even though the "institution was incredibly financially constrained." (***Artis Deposition, p. 51, lines 23-25; p. 52, lines 1-11; p. 53, lines 18-25; p. 54, lines 1-12***). Charlie Johnson, as Chairman of the Board of Trustees, shared this concern. (***Johnson Deposition, p. 21, lines 16-25; p. 22, lines 1-7***).

Following reports on an "Ad Hoc Committee on Governance" to review the issue and make a recommendation to the full Board concerning the status of the President, faculty/staff representative, and the student representative as voting Board members. Ultimately, the Board decided to reduce the number of trustees sitting on the Board and to eliminate the three positions posing conflict of interest, including the faulty-staff position. (***Respondents' Motion for Summary Judgment, pp. 8-11***).

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[3] At the beginning of the Spring semester of 2019, Dr. Samuel Darko, a professor of environmental engineering at the College, was serving as the elected faculty representative on the Board. Dr. Darko served in this capacity until the beginning of the 2019-2020 academic year. (***Rogers Deposition, Vol. II, p. 95, lines 3-9; Artis Deposition, p. 148, lines 2-15***). When Appellant was elected to replace Dr. Darko, her term was scheduled to begin in the Fall of 2019.

C. APPELLANT'S EMPLOYMENT WITH BENEDICT COLLEGE IS TERMINATED IN THE FALL OF 2019.

When the Fall semester began in August 2019, Appellant had completed her Performance Improvement Plan and was otherwise a tenured faculty member in good standing at the College. (***Witty Deposition, p. 190, lines 10-12***). However, from the beginning of the Fall 2019 semester, students again began complaining about Appellant's conduct, such as being late, dismissing their concerns about errors in the schedule, dismissing them from the class, opining that she could not be fired, and otherwise behaving in an unprofessional manner. (***"Chronology of Concerns" and Student Complaints, Exhibit "V"***). On September 4, 2019, Appellant met with her new interim Dean, Dr. Richard Miller, to discuss these issues. (***Transcript of Meeting, September 4, 2019, Exhibit "W"***).

By September 6, 2019, Dr. Miller reported to Dr. Witty that his review of the most recent student complaints and Appellant's faculty file led him to "recommend that Ms. Rogers be immediately removed from her classroom teaching responsibilities and given non-teaching duties as determined by her department chair, Dr. Leon Geter." (***Email chain, Exhibit "X"***). Dr. Artis and Dr. Witty conferred and directed Dr. Miller to complete his review of Appellant's entire file and make his final recommendation. Dr. Witty also voiced her concern that assigning Appellant a non-teaching position at full regular pay would be regarded as "rewarding bad behavior," a concern that President Artis shared. (***Witty Deposition, p. 208, lines 13-21; Artis Deposition, p. 234, lines 1-4***).

On September 16, 2019, Dr. Miller submitted an "Administrative Review of Faculty File of Ms. Abigail Rogers" to Dr. Witty. The review indicated that Appellant's file was "replete with multiple filings of student complaints along with documentation from academic administrators of inappropriate, unprofessional behavior, and neglect of faculty compliance with

expectations…It is clear that over a lengthy period of time Ms. Rogers has exhibited a consistent pattern of disrespectful and demeaning behavior toward students, disregard of faculty expectations, poor classroom management skills, and an intimidating classroom culture." Dr. Miller also included the following recommendation:

> Ms. Rogers should be removed from any interaction with students and, as a tenured faculty member, be assigned non-teaching responsibilities. As an interim dean of less than three (3) months, I leave it to the discretion of the Vice President for Academic Affairs, and President to pursue any additional course(s) of action.

(***Administrative Review of Faculty File, Exhibit "Y"; Email Chain dated September 6-9, 2019, Exhibit "Z"***).

However, before Dr. Witty or Dr. Artis could act on Dr. Miller's recommendation, another troubling issue came to the College's attention on September 16, 2019, primarily involving Appellant and student body president Jordan Rice-Woodruff, who had earlier been selected to serve as the "student representative" on the Board for the 2019-2020 school year.

At the beginning of the Fall 2019 semester, Appellant was concerned about the prospect of not serving her term as the faculty representative on the College's Board of Trustees. For that reason, Appellant sought out Jordan Rice-Woodruff to enlist his aid, and the aid of other students, in opposing changes to the membership of the College's Board of Trustees. According to Rice-Woodruff, the chronology of Appellant's pursuit of him is as follows:

- On August 22, 2019, Appellant approached Rice-Woodruff near the chapel, and told him that the faculty and student positions were in the process of being removed from the Board. Appellant identified individuals that Rice-Woodruff could contact to "help us get this overturned into our favor."

- Appellant also asked Rice-Woodruff to "put the matter out on social media; to spread the word to people on campuses; and also…to call those individuals [whose contacts I received from her], at which I did not."

- Days after, Appellant asked another student, Henry Peterson, for Rice-Woodruff's cell phone number, which Peterson gave to Appellant.

- Later, on September 12, 2019, Appellant again contacted Rice-Woodruff and identified numerous individuals that she wanted him to contact to "express your concern that the faculty staff and student seats are taken off the board by the Board of Trustees."

- On September 14, 2019, in an effort to prompt Rice-Woodruff to write the letters she wanted him to send to the Board members, Appellant sent Rice-Woodruff "buzzwords" to use in his correspondence. Appellant also stated "Jordan you must go to social media also and get yourself some support you can't do this alone judge Rogers [*sic*]."[4]

- Rice-Woodruff did not send out letters as Appellant requested. Instead, he requested a meeting to discuss the matter with Dr. Artis and Chairman Johnson, which he later cancelled due to his own illness.

- On September 16, 2019, Rice-Woodruff received a telephone call on his cell phone from the WIS news station, which stated that Appellant had "given them my contact information and they wanted to speak with me about the Board of Trustees matter." Rice-Woodruff did not give Appellant permission to share his contact information with outside media outlets, and was alarmed that she had done so.

- After receiving the telephone call from WIS, Rice-Woodruff went to the College's Human Resources office, and was joined there by Henry Peterson. At the HR office, Rice-Woodruff and Peterson wrote out statements memorializing these events.

- Rice-Woodruff testified that no one recommended any specific words to use in his statements, and confirmed that the events as described in his statements were true.

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[4] Rice-Woodruff also stated that, in the same telephone call on September 12, 2019, Appellant offered to write letters of recommendation to the USC School of Law both for him and for Henry Peterson. (***Rice-Woodruff Deposition, p. 35, lines 20-25, p. 36, lines 1-8***). To Rice-Woodruff, it appeared that Appellant was offering to write him a recommendation if he did as she asked. (***Rice-Woodruff Deposition, p. 37, lines 1-8***).

(*See Typed Statement of Jordan Rice-Woodruff, Exhibit "AA"; Handwritten Statement of Jordan Rice-Woodruff, Exhibit "BB"; Text Messages from Appellant to Rice-Woodruff, Exhibit "CC"; Rice-Woodruff Deposition, pp. 19-24, 29-30, 32-34, 39-41, 52*).

Following receipt of Rice-Woodruff's and Peterson's statements, Dr. Witty decided to suspend Appellant without pay, and recommend to Dr. Artis that Appellant's employment with the College be terminated.[5] (***Witty Deposition, p. 214, lines 4-25; p. 252, lines 12-14***). Appellant received Dr. Witty's suspension notice on September 16, 2019, and the following day, Dr. Witty requested permission to convene the "ad hoc committee" referenced in § 6.2.5 of the College's Faculty Manual. (***Rogers Deposition, Vol. II, p. 129, lines 5-15; Suspension Letter, September 16, 2019, Exhibit "FF"; Request to Convene "Ad Hoc Committee," September 17, 2019, Exhibit "GG"***).

In accordance with § 6.2.5 of the College's Faculty Handbook, on September 18, 2019, Dr. Witty convened the ad hoc committee to review her recommendation of termination. (***Witty Deposition, p. 222, lines 3-7; Exhibit "EE"***). The ad hoc committee reviewed all evidence presented to it by the College, and following its review, unanimously endorsed Dr. Witty's recommendation to terminate Appellant's employment. (***Recommendation of the Ad Hoc Committee, dated September 18, 2019, attached as Exhibit "HH"***).

Thereafter, Appellant appealed the recommendation of the ad hoc committee to the full Faculty and Staff Grievance and Appeal Committee as permitted by § 6.2.6 of the College's

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[5] Under § 6.2.4 of the College's Faculty Manual, a tenured faculty member may be fired for "adequate cause," which includes, but is not limited to, "inability to perform essential functions of the job" to "other conduct prejudicial to the College." The same section permits the College, at its discretion, to place the faculty member on leave without pay pending the outcomes of the hearing and appeals processes. (***Policy and Procedure for Termination of Tenured Faculty, attached as Exhibit "EE"***).

Faculty Handbook.[6] In consultation with Deborah Durban, an attorney with the Nelson Mullins law firm, the College outlined hearing procedures in a letter from Durban to Appellant's counsel, and delivered documents to Appellant's counsel for use at the hearing. (***Witty Deposition, p. 232, lines 9-25; p. 233, lines 1-21; Letter of Deborah Durban, dated September 30, 2019, attached as Exhibit "II"; Email from Durban to Coskrey, dated October 9, 2019, attached as Exhibit "JJ"***).

Appellant and her counsel both appeared before the Faculty and Staff Grievance and Appeal Committee on October 23, 2019, and presented Appellant's argument. Dr. Witty presented the argument of the College. Of the eight members on the committee, six (6) voted to recommend termination, and two (2) voted against termination. (***Witty Deposition, p. 237, lines 7-18; Recommendation of the Faculty and Staff Grievance and Appeal Committee, dated October 23, 2019, attached as Exhibit "KK"***).

After receiving the recommendation of the Faculty and Staff Grievance and Appeal Committee, Dr. Artis was required to make the final decision regarding the matter. She considered the recommendation of the committee and decided that terminating Appellant's employment was the appropriate decision. (***Artis Deposition, p. 269, lines 7-17***). In Dr. Artis's view, Appellant's giving a student's personal contact information in that circumstance was "grossly inappropriate." (***Artis Deposition, p. 210, lines 15-24***).[7] After receiving notice of Dr. Artis's final decision,

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[6] The Faculty and Staff Grievance and Appeal Committee is required to "review the petition for appeal and will hear the appeal within ten (10) days of receipt for appeal or as soon thereafter as feasible. The Committee will, after due deliberation, with or without the benefit of further hearings, issue its recommendation to the President." ***(§ 6.2.6(a), Exhibit "EE"***). The President of the College reviews the recommendation of the Committee and makes the final decision on the appeal. ***(§ 6.2.6(b) and (c), Exhibit "EE"***).

[7] After the vote of the Faculty and Staff Grievance and Appeal Committee, the two members who voted against termination, Sybil Rosado and Gwendolyn Green, wrote memoranda explaining their votes. Dr. Rosado wrote to Dr. Artis to explain her vote, although Dr. Artis considered any attempt to involve her in the deliberative process of the committees to be inappropriate. (***Artis Deposition,***

Appellant filed her Complaint against the Defendants on November 25, 2019, and her Amended Complaint on November 27, 2019.

STANDARD OF REVIEW

"In reviewing the grant of a motion for summary judgment, appellate courts apply the same standard as the trial court under Rule 56(c), SCRCP." *Connelly v. Main St. Am. Grp.*, 439 S.C. 81, 88, 886 S.E.2d 196, 200 (2023). The moving party is entitled to summary judgment "if the [evidence before the court] show[s] that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 459, 892 S.E.2d 297, 299 (2023) (quoting Rule 56(c), SCRCP).

> We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule. As we stated in *Town of Hollywood v. Floyd*, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." 403 S.C. at 477, 744 S.E.2d at 166.

Kitchen Planners, LLC, 440 S.C. at 463-64, 892 S.E.2d at 301.

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p. 269, lines 18-25; p. 270, lines 1-22). Dr. Green wrote to Dr. Witty to explain that she wished to change her vote and that she would "UNEQUIVOCALLY uphold that the berating needed to end and it would be YES if I could retract." (***Green email chain, dated October 24-25, 2019, attached as Exhibit "LL"***). Notably, after Ms. Durban shared Dr. Green's email with Appellant's counsel, Appellant admitted contacting at least one other faculty member concerning the email. (***Rogers, Vol. II, p. 144, lines 7-25; p. 145, 1-23***). Appellant's actions prompted Durban to write Appellant's counsel a "cease and desist" letter regarding Appellant's "threatening and defamatory statements" about Dr. Green and Dr. Green's child. (***Durban letter, dated November 6, 2019, attached as Exhibit "MM"***).

ARGUMENT

I. THE TRIAL COURT CORRECTLY FOUND THAT SUMMARY JUDGMENT WAS APPROPRIATE REGARDING APPELLANT'S CLAIM FOR BREACH OF CONTRACT BASED ON THE FACULTY MANUAL.

Appellant has argued that the Court erred because it ruled that the material provisions of the Faculty Manual were unambiguous and that no breach of the manual occurred. The Court correctly ruled on both points, and for that reason, Appellant's arguments should be dismissed.

Appellant's First Cause of Action is governed in large part by the South Carolina Supreme Court's recent ruling in *Crenshaw v. Erskine College*, 432 S.C. 1, 20, 850 S.E.2d 1, 11 (2020), which held that a tenured faculty member at a private college can sue for breach of contract based on alleged breaches of provisions of a faculty manual related to termination of employment. In describing the nature of this type of action at a private college, like Benedict College, the Supreme Court stated as follows:

> Erskine College is a private institution. This case, therefore, is not about tenure. This case is not about whether Erskine denied Crenshaw due process, academic freedom, or free speech. This case is not about whether Crenshaw was correct the student should be taken to the hospital for evaluation, or whether Erskine's alleged "protocol" was medically unsound and Crenshaw was justified in criticizing it. This case is not about whether Crenshaw should be free to publicly criticize Erskine, or publicly argue it should split from the church. **Rather, this is an ordinary breach of contract case in which the terms of the contract are set forth in The College Faculty Manual.**

432 S.C. at 9-10, 850 S.E.2d at 18 (emphasis added).

As an initial matter, Appellant's argument regarding "ambiguity" is particularly misplaced. In construing a contract, courts in South Carolina "must first look at the language of the contract to determine the intentions of the parties." *C.A.N. Enters., Inc. v. S.C. Health & Human Servs. Fin. Comm'n*, 296 S.C. 373, 377, 373 S.E.2d 584, 586 (1988). "[I]f the language is perfectly plain and capable of legal construction, it alone determines the document's force and effect." *Ecclesiastes*

Prod. Ministries v. Outparcel Assocs., LLC, 374 S.C. 483, 498, 649 S.E.2d 494, 501 (S.C. App. 2007). This is exactly what the Court did in this matter.

Appellant's First Cause of Action fails initially because Appellant cannot point to a single procedure in §§ 6.2.4, 6.2.5, or 6.2.6 of the Faculty Manual that is ambiguous or that the College breached. With regard to the initial procedures for terminating tenured faculty members for cause, § 6.2.5 provides as follows:

> 1. Action to terminate a faculty member for cause may be initiated by any Department Chair, Assistant or Associate Dean of a School, the Academic Vice President, or President upon determination that probable cause may exist to justify termination of the faculty member.
>
> 2. The initiating party must submit a written request to the Academic Vice President requesting the convening of a faculty hearing committee to consider the charges or other circumstances motivating the request to terminate the faculty member.
>
> 3. With the consent of the President the Vice President for Academic Affairs will convene a standing or Ad Hoc faculty hearing Committee.
>
> 4. The hearing committee will conduct a fair and impartial hearing of all the evidence and make a recommendation to the Vice President for Academic Affairs.
>
> 5. The Vice President for Academic affairs will review the decision concerning the matter and notify both the initiating party, the faculty member, and the Dean of the decision.

(***Exhibit "EE"***).

As set forth in great detail above, Dr. Witty had significant reason to initiate the action to terminate Appellant's employment. After the events of 2018 and the Performance Improvement Plan resulting therefrom, Appellant was once again the subject of numerous student complaints in the beginning of the Fall 2019 semester. After a review of these incidents, and Appellant's complete file, Dr. Miller recommended – at the very least – that Appellant should be removed from class, and that Drs. Witty and Artis may consider other sanctions as well. While Dr. Witty

was reviewing Dr. Miller's recommendation, Jordan Rice-Woodruff reported additional misconduct by Appellant that included Appellant's release of his personal contact information to outside media outlets without his consent for her own purposes. (***Witty Deposition, p. 255, lines 14-17***). Specifically with regard to Jordan Rice-Woodruff, Dr. Witty testified as follows:

> Because my understanding was that he felt uncomfortable with his personal information being used that way and that was not what he thought he was getting himself into. And so that was another example, from my perspective, of a student being placed in a circumstance as a result of the faculty member where they felt unsafe.

(***Witty Deposition, p. 252, lines 19-25***). These events provided ample reason for Dr. Witty to initiate termination proceedings against Appellant.

As the initiating party, Dr. Witty directly requested permission from Dr. Artis to convene the Ad Hoc Committee, as the Faculty Manual provides, and which Dr. Artis granted.

While Appellant complains that she was not given notice of the meeting of the ad hoc committee, such notice is not required by the Faculty Manual. The Court also correctly found that Appellant had failed entirely to produce any evidence creating a genuine issue of material fact that the Ad Hoc Committee members did not conduct a "fair" and "impartial" review of the matter, or did not consider "all the evidence" to its complete satisfaction.[8] Instead, Appellant simply disagreed with their conclusions. Her mere disagreement neither creates an ambiguity in the Faculty Manual nor a genuine issue of material fact regarding the Ad Hoc Committee's operations.

With the regard to the hearing before the Faculty and Staff Grievance and Appeal Committee, Appellant has failed entirely to produce any evidence that creates a genuine issue of

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[8] According to Dr. Artis, the Ad Hoc Committee serves to "consider charges or other circumstances that motivated the request to terminate. So what -- on what basis was there a request to terminate made? It sounds like a probable-cause hearing for the most part for me -- to me." (***Artis Deposition, p. 131, lines 4-9***).

material fact in support of her First Cause of Action, where § 6.2.6 provides that:

> (a) The Vice President for Academic Affairs will convene the Faculty and Staff Appeals Committee. The Committee will review the petition for appeal and will hear the appeal within ten (10) days of receipt of the appeal or as soon thereafter as feasible. The Committee will, after due deliberation, with or without the benefit of further hearings, issue its recommendation to the President.
>
> (b) The President will review the recommendation of the Appeals Committee and make the final decision concerning whether to uphold, vacate, or modify the recommendation of the Appeals Committee. The President will then notify all parties of the final decision.
>
> (c) The decision of the President is final and no further appeal is possible.

(***Exhibit "EE"***). In this case, the Faculty and Staff Grievance and Appeal Committee convened on October 23, 2019, which was a date mutually chosen by the parties. It reviewed Appellant's petition. Although not required by § 6.2.6, it actually heard arguments from both Appellant and Dr. Witty. Appellant could present any supporting documentation she wished. Committee members were free to ask any questions they wished. The College provided all documents to Appellant's counsel that it provided to the committee. (***Exhibit "GG"***). These measures far exceed anything "required" by the Faculty Manual.[9]

Finally, Appellant has failed to produce any evidence that creates a genuine issue of material fact in support of her claim, other than her own opinion, that the College did not have "adequate cause" to fire her. Indeed, at every turn, from Dr. Witty's initial recommendation, to the recommendation of the Ad Hoc committee, to the recommendation of the Faculty and Staff Grievance and Appeal Committee, to the ultimate decision of Dr. Artis as President of the College, each level concluded that adequate cause existed to terminate Appellant's employment.

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[9] Appellant's wishes that other sections of the Faculty Manual should override § 6.2.6 are entirely unavailing. While she may have *wished* that § 6.2.6 conformed to the requirements of other types of hearings described in the Faculty Manual – such as § 7.2 – it clearly, and unambiguously, does not.

For instance, Dr. Artis, the ultimate decision maker in this matter, testified as follows with regard to Jordan Rice-Woodruff's complaints about Appellant:

> Q. Which of the facts contained in Exhibit 33, the alleged facts, in your mind reflect behavior by Professor Rogers warranting termination?
>
> A. ["]She continued to contact me throughout the weekend, providing numbers and email addresses. I received a call from WIS News Station stating Rogers had given them my contact information and they wanted to speak to me about the board of trustees matter.["][10] **You gave a reporter a student's personal contact information. That is grossly inappropriate**.
>
> Q. All right. So giving the number was inappropriate. Was having –
>
> A. Absolutely. Without his permission?
>
> Q. Well, we'll come back to that. Was having the discussion with him about board composition inappropriate, in your opinion?
>
> A. Yes. I think it was.
>
> Q. Why is that? I mean, why was that crossing the line?
>
> A. Because this conversation is couched as though it were expressed -- an expression of concern for the students when, in fact, obviously, this has a lot more to do with her in her role than it does with these students. **And so to pull these students in as your personal army to try to effectively create a smokescreen and negative PR, encouraging them to go to social media and all those sorts of things, I think it's really beneath an adult**.
>
> Q. In what way? I mean, why, if the board composition issue affected both the students and their representative as well as the faculty and their representative, why is it inappropriate to discuss that common concern?
>
> A. I don't have a challenge with discussing a common concern, but everything in here relates directly to the students. If Ms. Rogers had an issue then Ms. Rogers can pursue that issue, as she has chosen to do. Why is it necessary to engage the students and encourage them to place confidential board matters by the way, in social media. It's just grossly inappropriate. It's my opinion and I stand by it. I think this is grossly inappropriate and beneath an adult.

[10] At direction of opposing counsel, Dr. Artis quoted from the document attached to this motion as Exhibit AA.

Q. And I'm trying to understand which part of that? And I understand the giving the number out. We'll talk about that more in a minute, but I'm trying to be precise about why, in your view, if the student rep and the faculty rep shared the same interest of board representation, why that conversation would be inappropriate in your view?

A. Because the student clearly has demonstrated more emotional intelligence in saying, no, we are not going to post to social media, we're going to do the proper thing and speak to Dr. Artis and the board chairman concerning this matter on the representative. No, no, no, it would not be best to talk to Dr. Artis. Why? You are encouraging a student to go around – **it doesn't matter how many times you ask me, my opinion is that this is grossly inappropriate**.

(***Artis Deposition, p. 210, lines 15-25; p. 211, lines 1-25; p. 212, lines 1-22***) (emphasis added).

Under South Carolina law, where an employee can only be fired "for cause," the focus of the court's inquiry is not whether the employee actually committed misconduct, but instead on whether the employer had a **reasonable good faith belief** that sufficient cause existed for the employee's termination. *Conner v. City of Forest Acres*, 348 S.C. 454, 464–65, 560 S.E.2d 606, 611 (2002); *Horton v. Darby Elec. Co.*, 360 S.C. 58, 68, 599 S.E.2d 456, 461 (2004) (summary judgment appropriate where "plaintiff's conduct was serious enough to proceed directly to termination"); *Lingard v. Carolina By-Prod.*, 361 S.C. 442, 452, 605 S.E.2d 545, 550 (S.C. App. 2004) (the conclusions of employers "do not have to be uncontested fact, but must instead simply be supported by enough evidence to support their good faith belief in the cause for termination"); *Nelson v. Charleston Cnty. Parks & Recreation Comm'n*, 362 S.C. 1, 11, 605 S.E.2d 744, 749 (S.C. App. 2004) (same).

The Court correctly determined that the evidence of Appellant's misconduct in this matter does not merely support a "good faith belief" that termination was justified, it is overwhelming. Even in the face of misconduct allegations in 2018, Appellant was not terminated at that time, or even docked one dime of pay. When Appellant's misconduct allegations again arose in 2019, Dr. Witty received statements not only from complaining students in Appellant's classes, but also from

Messrs. Rice-Woodruff and Peterson. There is absolutely no admissible evidence in the record that anyone other than Rice-Woodruff and Peterson wrote their statements. In fact, Appellant's unsupported assertions that Rice-Woodruff did not write his statement is refuted directly by Rice-Woodruff's own sworn testimony, and in any event, is insufficient to withstand summary judgment. "South Carolina courts have consistently held evidence must amount to more than speculation and conjecture to submit a case to the jury." *McKnight v. S.C. Dep't of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (S.C. App. 2009).

In this light, even most favorable to the Appellant, her reliance on § 4.1.2 of the Faculty Manual is entirely misplaced. The Faculty Manual, at § 4.1.2, clearly states that tenured faculty members can be terminated "for cause," which includes "other conduct or behavior prejudicial to the College" as defined in § 6.2.4. The College most certainly could, and did, consider Appellant's abuse of students – up to and including her conduct regarding Mr. Rice-Woodruff – as "prejudicial to the College."

Similarly, Appellant's reliance on § 4.2.1 of the Faculty Manual, which describes "Academic Freedom," is also entirely misplaced. It is inconceivable that the Faculty Manual's definition of Academic Freedom or classroom instruction would permit a faculty member to abuse students.

Finally, the Court's rejection of Appellant's "curious" argument that President Artis never rendered a final determination regarding Appellant's determination, or notified Appellant of that decision, was entirely appropriate. The Court properly noted that the Appellant's argument was contradicted by her own allegations in her Amended Complaint,[11] where she admitted that

[11] Appellant admits that the College terminated her employment in Paragraphs 83, 90(f), 104, and 105.

Benedict College actually terminated her employment, as well as President Artis's own explicit testimony regarding the reasons she believed Appellant should be fired.

Finally, Appellant's argument has been summarily rejected by the South Carolina Supreme Court in *Crenshaw*. Like the Appellant in *Crenshaw*, Appellant would like the Court to rewrite the College's Faculty Manual to suit her own vision of what it should be. Her argument should suffer the same fate as the Appellant's argument in *Crenshaw*:

> The dissent states we "grievously err" by "invading the province of the jury" on this point, and accuses us of a "stunning departure from our jurisprudence." Respectfully, we suggest it is the dissent that departs from standard principles of contract law. Actions on a contract must be based on the terms of the contract. *Maybank v. BB&T Corp.*, 416 S.C. 541, 573, 787 S.E.2d 498, 515 (2016). "The court's duty is to enforce the contract made by the parties regardless of its wisdom or folly ...." *Ellis v. Taylor*, 316 S.C. 245, 248, 449 S.E.2d 487, 488 (1994). No jury – nor any judge – is permitted by law to rewrite a contract to impose liability based on some vague personal sense of what is fair. The contract in this case is written – the Faculty Manual – and our decision is based on its written terms.

Crenshaw, 432 S.C. at 24-25, 850 S.E.2d at 13.

For these reasons, the Court properly construed an unambiguous document, found that the record did not contain any genuine issues of fact to support Appellant's First Cause of Action, and properly dismissed the claim with prejudice.

II. THE TRIAL COURT CORRECTLY FOUND THAT SUMMARY JUDGMENT WAS APPROPRIATE REGARDING APPELLANT'S CLAIM FOR BREACH OF CONTRACT BASED ON APPELLANT'S 2019-2020 ANNUAL CONTRACT.

Appellant bases her arguments regarding her Third Cause of Action – an alleged breach of her 2019-2020 annual faculty contract – by challenging whether the College properly relied on instances of Appellant's misconduct that occurred in the Fall Semester of 2019, such as Jordan Rice-Woodruff's statements regarding Appellant's misconduct, to support her termination for cause.

Appellant's argument ignores entirely the standard by which South Carolina courts review terminations "for cause." As set forth above at length, under South Carolina law, where an employee can only be fired "for cause," the focus of the court's inquiry is not whether the employee actually committed misconduct, but instead on whether the employer had a **reasonable good faith belief** that sufficient cause existed for the employee's termination.

Under this well-established standard, the Court correctly determined that the evidence of Appellant's misconduct in this matter does not merely support a "good faith belief" that termination was justified, it is overwhelming.

For these reasons, the Court's ruling that Appellant's Sixth Cause of Action must be dismissed with prejudice should be affirmed.

III. THE TRIAL COURT CORRECTLY FOUND THAT SUMMARY JUDGMENT WAS APPROPRIATE REGARDING APPELLANT'S CLAIM AGAINST RESPONDENTS WITTY AND ARTIS FOR TORTIOUS INTERFERENCE WITH CONTRACT.

Appellant alleges her Sixth Cause of Action for "Tortious Interference with Contract" against Defendants Benedict College and individual Defendants Artis and Witty.[12] Appellant claims that Benedict College, Artis, and Witty "intentionally procured the breaches and/or otherwise interfered with the [Faculty Manual and Appellant's Faculty Contract]." (Amended Complaint, ¶¶ 127, 131).

[12] In her brief, Appellant suggested that the Court was "confused," stating falsely that she did not bring the claim against Benedict College. The only "confusion" in this regard appears to belong to Appellant, as she unambiguously stated, under oath, that she brought her Sixth Cause of Action against "Benedict, Artis, and Witty." (***Rogers Deposition, Vol. I, p. 203, lines 12-25; p. 204, lines 1-2***). Given Appellant's representations in her brief, Respondents accept that Appellant has abandoned any claim for Tortious Inference with Contract against Benedict College.

To establish a cause of action for tortious interference with contractual relations, a Appellant must show: (1) the existence of a contract; (2) knowledge of the contract; (3) intentional procurement of its breach; (4) the absence of justification; and (5) resulting damages. *Eldeco, Inc. v. Charleston Cnty. Sch. Dist.*, 372 S.C. 470, 480, 642 S.E.2d 726, 731 (2007).

The Court found correctly that, where there is no breach of contract, there can be no recovery for "Tortious Interference with Contract." Because Appellant could not state a genuine issue of material fact in support of the Breach of Contract actions, she also could not maintain a claim for "Tortious Interference with Contract." Eldeco, 372 S.C. at 481, 642 S.E.2d at 732.[13]

Furthermore, the Court correctly found there was no admissible evidence supporting Appellant's allegation that Dr. Witty or Dr. Artis acted "outside the scope of their proper roles and of their authority" at any time with regard to Appellant's contracts, or how these alleged acts related to an intentional procurement of a breach of contract, or an absence of justification regarding such a breach. In examining the record, the Court correctly found that, other than Appellant's conclusory allegations to the contrary, there was simply no admissible evidence in the record that supports any of these allegations. Indeed, because there was ample evidence in the record supporting the good faith belief that Appellant could be fired "for cause," the acts of Dr. Witty or Dr. Artis were clearly within the scope of their duties, and that any of their acts relative to the contract were "justified."[14]

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[13] To the extent Appellant bases any Breach of Contract claim, or variant thereof, on the College's decisions related to her participation or membership on the Board of Trustees, her claim suffers the same fate. She cannot show that any contract was "breached" by those decisions or events, and for those reasons, any related claim must be dismissed with prejudice. Notably, neither the Faculty Manual nor Appellant's annual Faculty Contract address or promise membership on the Board of Trustees.

[14] Appellant's argument that Drs. Witty and Artis were motivated by "personal animus" cannot support her claim. "Intent to harm or injure" is not an element of a claim for intentional

For these reasons, the Court's ruling that Appellant's Sixth Cause of Action must be dismissed with prejudice should be affirmed.

IV. THE TRIAL COURT CORRECTLY FOUND THAT SUMMARY JUDGMENT WAS APPROPRIATE REGARDING APPELLANT'S CLAIM FOR CIVIL CONSPIRACY.

A. INTRA-CORPORATION CONSPIRACY DOCTRINE.

As an initial matter, Appellant does not address dismissal of her civil conspiracy claim under the intra-corporate conspiracy doctrine. It is fatal to her claim.

Appellant unambiguously testified that she swore under oath that she alleged her Seventh Cause of Action for "Civil Conspiracy" against Defendant Benedict College as well as individual Defendants Artis, Witty, and Johnson. (***Rogers Deposition, Vol. I, p. 231, lines 9-25; p. 232, lines 1-22***). In so doing, Appellant pleaded away her civil conspiracy claim, as it is well-established that an entity cannot conspire with itself. *Broyhill v. Resolution Mgmt. Consultants, Inc.*, 401 S.C. 466, 477, 736 S.E.2d 867, 872 (S.C. App. 2012). However, a civil conspiracy cannot exist when the alleged acts arise in the context of a principal-agent relationship because by virtue of the relationship such acts do not involve separate entities. *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886-87 (2006), *overruled on other grounds by Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021); *Sales v. Res-Care, Inc.*, 2021 WL 1186553, at *6 (D.S.C. Mar. 30, 2021) ("With respect to Plaintiff's civil conspiracy claim, Plaintiff fails to present any colorable argument to challenge the intracorporate conspiracy

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interference with Contract." *Broach v. Carter*, 399 S.C. 434, 442, 732 S.E.2d 185, 189 (S.C. App. 2012).

doctrine, which mandates that there can be no conspiracy between an employer and its employees."). It is, therefore, unsurprising but entirely appropriate that the Court dismissed – as it must – Appellant's civil conspiracy claim under the intra-corporate conspiracy doctrine.

B. LACK OF "ADDITIONAL ACTS."

Appellant acknowledges that the South Carolina Supreme Court's recent ruling in *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021), did not address whether the Supreme Court also wished to abolish the "additional acts" requirement for civil conspiracy claims. In so acknowledging, Appellant undercuts her argument that *Paradis* also abolished the requirement that a plaintiff must plead and prove "additional acts" in furtherance of a civil conspiracy rather than reallege other claims within the Appellant's Amended Complaint. *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115, 682 S.E.2d 871, 874 (S.C. App. 2009), *overruled on other grounds by Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021) ("A claim for civil conspiracy must allege additional acts in furtherance of a conspiracy rather than reallege other claims within the complaint.").

Paradis never abolished the "additional acts" requirement for civil conspiracy. In fact, it quoted with approval 15A C.J.S. § 33, noting that "[w]here the particular acts charged as a conspiracy are the same as those relied on as the tortious act or actionable wrong, Appellant cannot recover damages for such act to wrong, and recover likewise on the conspiracy to do the act or wrong." *Paradis,* 433 S.C. at 569, 861 S.E.2d at 777.

Indeed, since *Paradis* was handed down, multiple federal courts have dismissed civil conspiracy claims due to a lack of "additional acts." *See R.L. Mlazgar Assocs., Inc. v. HLI Sols., Inc.*, 2025 WL 2224039, at *9 (D.S.C. Aug. 5, 2025) (The plaintiff "must plead additional acts in furtherance of the conspiracy separate and independent from other wrongful acts alleged in the

complaint, and the failure to properly plead such acts will merit the dismissal of the claim."); *Clark v. AGY Holdings Corp.*, 2025 WL 1949169, at *4 (D.S.C. July 16, 2025) (same); *Bender v. Epting Distributors, Inc.*, 2024 WL 5244432, at *6 (D.S.C. Dec. 30, 2024) (same); *Land v. Barlow*, 2021 WL 5997984, at *5 (D.S.C. Dec. 20, 2021) (noting that while the South Carolina Supreme Court abolished the requirement that a plaintiff plead "special damages," the court "preserved the requirement that a plaintiff allege 'facts in furtherance of the conspiracy separate and independent from other wrongful acts alleged in the complaint' to state a claim.").

Here, the Court properly ruled that Appellant had failed to plead, much less offer evidence of, "additional acts" to support her civil conspiracy claim, even after the Court thoroughly reviewed the Amended Complaint and reviewed Appellant's own failure to identify any "additional acts" during her testimony. (***Rogers Deposition, Vol. I, p. 230, lines 12-25; p, 231, line 1***).

C. LACK OF EVIDENCE SUFFICIENT TO CREATE A GENUINE ISSUE OF MATERIAL FACT TO SUPPORT A CIVIL CONSPIRACY CLAIM.

The Court properly ruled that Appellant presented no evidence that any of the Respondents (1) combined with each other (2) to commit an unlawful act or a lawful act by unlawful means (3) together with the commission of an overt act in furtherance of the agreement (4) that proximately resulted in injuries to her. The record is, in fact, devoid of such evidence. For instance, Appellant has failed to produce evidence of any "unlawful act" or "lawful act by unlawful means" committed by a combination of the Respondents. Appellant has failed to point to any overt act in furtherance of the alleged conspiracy. In short, Appellant has produced no evidence, other than her own unsupported and vague assertions, that any of the Respondents engaged in a civil conspiracy to injure her. *See Rice v. M-E-C Co.*, 2021 WL 5822645, at *6 (D.S.C. Dec. 8, 2021) ("Plaintiff has failed to demonstrate a genuine issue of material fact as to his civil conspiracy claim because

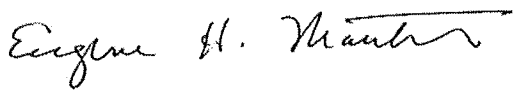
Plaintiff has pointed to no evidence, other than his own unsupported assertions or assumptions, to show that Fisk combined with Lichtenfeld *with the specific intent to commit wrongful conduct and harm Plaintiff as a result.*") (citing to *Paradis*) (emphasis in the original).

For this reason alone, Appellant's Seventh Cause of Action must be dismissed with prejudice.

CONCLUSION

For the reasons set forth above, Respondents respectfully request that this Court affirm the Order granting the Motion for Summary Judgment, and for any other such relief as this Court deems just and proper.

Respectfully submitted,



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